

LUXINVA EQUITY COMMITMENT LETTER

From:

Luxinva S.A., a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg, having its registered office at 51, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B128373

(“**Luxinva**”)

To:

Freya Holdco S.à. r.l., a private limited liability company (*société a responsabilité limitée*) incorporated under the laws of Luxembourg, having its registered office at 51A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B262216

(“**Lux Holdco**”)

Luxinva and Lux Holdco together being the “**Parties**” and each a “**Party**”.

2 June 2023

Dear Sirs

Proposed Acquisition of Dechra Pharmaceuticals plc

1. Introduction

- 1.1 We refer to the proposed recommended cash acquisition by Freya Bidco Limited (the “**Purchaser**”), a company to be indirectly owned by a consortium comprising: (a) Luxinva; and (b) (i) EQT X EUR SCSp and EQT X USD SCSp (“**EQT X**”) and (ii) an EQT managed co-investment vehicle (“**EQT MCV**”), each represented by its manager (*gérant*) EQT Fund Management S.à r.l. (together, “**EQT**”) (together with Luxinva, the “**EQT Consortium**”), of Dechra Pharmaceuticals plc (the “**Target**”) on the terms and conditions contained in the announcement (the “**Rule 2.7 Announcement**”) to be released jointly by the Target and the Purchaser on or about the date of this Letter in the form agreed by or on behalf of the EQT Consortium and Bank of America and Morgan Stanley (as financial advisers to the EQT Consortium) (the “**Transaction**”).
- 1.2 In connection with the Transaction and the financing thereof, Luxinva has agreed irrevocably to make or cause to be made an investment in Lux Holdco on and subject to the terms of this Letter.
- 1.3 Terms used in this Letter have the same meanings as in the Rule 2.7 Announcement unless otherwise defined. Schedule 1 to this Letter contains additional definitions of terms and expressions used in this Letter.

2. Undertakings

2.1 Subject only to the Condition (as defined in paragraph 4 below) having been and remaining fulfilled at such time, on the Funding Date:

2.1.1 Luxinva hereby irrevocably confirms and undertakes to Lux Holdco that:

- (a) it will make, or will procure is made, a direct investment in Lux Holdco by the payment of immediately available funds in cash (denominated in GBP) to such account(s) as notified by Lux Holdco to it in the amount of the Luxinva Investment Amount which amount shall be an interest free loan to Lux Holdco and shall be subsequently applied to subscribe for such number and class of shares in the capital of Lux Holdco as shall be agreed between EQT and Luxinva prior to the Funding Date, or if the Purchaser does not require the full amount of the Commitment in order to meet its obligations under or in connection with the Transaction, for a proportionate lesser number of shares in the capital of Lux Holdco having an aggregate value equal to Luxinva's Pro Rata Share of any reduced Commitment amount; and
- (b) it will not extract or withdraw any portion of Luxinva Investment Amount prior to termination of this Letter under paragraph 5 of this Letter.

2.1.2 Lux Holdco hereby irrevocably confirms and undertakes to Luxinva that:

- (a) upon the capitalisation of the interest free loan advanced to Lux Holdco by Luxinva pursuant to paragraph 2.1.1(a) above, it will allot and issue such number and class of shares in the capital of Lux Holdco as determined in accordance with paragraph 2.1.1(a) above, enter its name in the register of members and issue and deliver certificates in respect of the same to Luxinva; and
- (b) it will procure that the amount invested by Luxinva in Lux Holdco pursuant to paragraph 2.1.1(a) above is applied in full by Lux Holdco and its subsidiaries in accordance with the Funding Steps.

2.2 Notwithstanding any other provisions in this Letter, the maximum aggregate amount payable by Luxinva under this Letter (howsoever arising) shall not exceed the Luxinva Investment Amount.

3. Luxinva Warranties

3.1 Luxinva hereby warrants to Lux Holdco that it shall, on the Funding Date, have available to it the required financial resources which will provide it with the immediately available cash funds to allow it to perform its obligations pursuant to paragraph 2 of this Letter.

4. Condition

4.1 Luxinva's obligations pursuant to paragraph 2 are subject to and conditional only upon: (i) if the Transaction is implemented by way of a Scheme, the Scheme becoming effective; or (ii) if the Transaction is implemented by way of a Takeover Offer, such Takeover Offer becoming or being declared unconditional in accordance with its terms (the "**Condition**").

5. **Duration**

5.1 Luxinva's obligations under this Letter shall terminate upon the expiry of the Certain Funds Period.

6. **General**

6.1 Any sum payable under this Letter is exclusive of any deduction or withholding required by law. In the event that any deduction or withholding is required by law, the payer shall pay to the payee such additional amount as shall be required to ensure that the net amount received by the payee shall equal the full amount which would have been received by the payee had no such deduction or withholding been required to be made.

6.2 Notwithstanding anything that may be expressed or implied in this Letter, Lux Holdco, by acceptance of this Letter, covenants, acknowledges and agrees that no person other than the Parties shall have any obligation under this Letter and that no recourse shall be had against any Affiliated Party (as defined in this paragraph 6.2), whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law or otherwise, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Affiliated Party for any obligations of Luxinva under this Letter or any documents or instruments delivered in connection with this Letter or for any claim based on, in respect of, or by reason of such obligation or their creation. For purposes of this paragraph 6.2, "**Affiliated Party**" means: (i) any former, current or future director, officer, employee, agent, general partner or limited partner, manager, member, shareholder, affiliate or assignee of Luxinva, including the Government of Abu Dhabi and any entity directly or indirectly owned or controlled by the Government of Abu Dhabi; or (ii) any former, current or future director, officer, employee, agent, general partner or limited partner, manager, member, shareholder, affiliate or assignee of any of the foregoing.

6.3 A person who is not a Party to this Letter has no right under the Contracts (Rights of Third Parties) Act 1999 (or otherwise) to enforce any term of, or enjoy any benefit under, this Letter.

6.4 The provisions of this Letter shall be binding upon the Parties and their respective heirs, legal representatives, successors and assigns.

6.5 No variation of this Letter shall be effective unless in writing and signed by or on behalf of each of the Parties.

6.6 Save as otherwise set out in this Letter, neither this Letter nor any right or obligation under this Letter shall be assigned, pledged, held in trust or otherwise transferred in whole or in part, without the prior written consent of the other Party.

6.7 If any provision of this Letter shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. To the extent it is not possible to delete or modify the provision, in whole or in part then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Letter and the legality, validity and enforceability of the remainder of this Letter shall, subject to any deletion or modification made under this paragraph, not be affected.

- 6.8 This Letter may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Letter by executing any such counterpart.
- 6.9 This Letter, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English Law.
- 6.10 Each Party irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Letter and that accordingly any proceedings arising out of or in connection with this Letter shall be brought in such courts. Each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

Schedule 1 Definitions

Certain Funds Period means the period commencing on the date of release of the Rule 2.7 Announcement and ending on: (a) if the Transaction is implemented by way of a Takeover Offer, the earlier of: (i) the date on which the Takeover Offer lapses, terminates or (with the consent of the Panel) is withdrawn, and (ii) 14 days after the date on which the offer is duly closed for further acceptances, or if later, the date on which the Purchaser has satisfied in full its obligations to pay the cash consideration due pursuant to the Transaction to the Target shareholders; and (b) if the Transaction is implemented by way of a Scheme, the earlier of: (i) the date on which the Scheme lapses, terminates or is withdrawn (by order of the Court or otherwise), and (ii) 14 days after the date the Scheme becomes effective in accordance with its terms, or if later, the date on which the Purchaser has satisfied in full its obligations to pay the cash consideration due pursuant to the Transaction to the Target shareholders, provided that, for the avoidance of doubt, a switch from a Takeover Offer to a Scheme or from a Scheme to a Takeover Offer (or, for the avoidance of doubt, any amendment to the terms or conditions of a Takeover Offer or Scheme) shall not amount to a lapse, termination or withdrawal for the purposes of this definition.

Commitment means the aggregate amount of funding to be provided by the EQT Consortium in connection with the Transaction, being an amount equal to £3,802,703,356.37 as at the date of this Letter.

Funding Date means the date on which Luxinva and EQT agree to fund their respective portion of the Commitment (being no later than 3 Business Days prior to the date that is 14 days after the Condition is fulfilled).

Funding Steps has the meaning given to it in the cash confirmation representation letter entered into in connection with the Transaction by Luxinva, EQT and Lux Holdco (amongst others) on or around the date of this Letter.

Luxinva Investment Amount means £1,000,000,000.00.

Pro Rata Share means 26.3 per cent.

Scheme means a scheme of arrangement of the Target under Part 26 of the UK Companies Act 2006.

subsidiary has the meaning given to it in section 1159 of the UK Companies Act 2006.

Takeover Offer means a takeover offer for the Target's shares as defined in Chapter 3 of Part 28 of the UK Companies Act 2006.

EXECUTED for and on
behalf of **Luxinva S.A.**



Name: 

Title: Director



Name: 

Title: Director

Agreed and accepted:


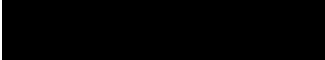
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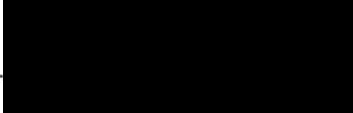
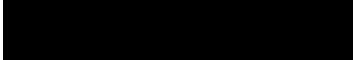
For and on behalf of **Freya HoldCo S.à r.l.**, represented by two managers,

Signature: 
Name: 
Title: Manager

and

EQT Luxembourg Management S.à r.l., manager, itself represented by

Signature: 
Name: 
Title: Manager

Signature: 
Name: 
Title: Manager